

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Quinn Gillespie & Associates, LLC	2. Registration No.  5753
3. Name of Foreign Principal  Republic of Macedonia, Embassy	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the above-mentioned agreement is set forth in the attached Letter of Agreement.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described in the attached Letter of Agreement, which extends an existing representation, the registrant will, on behalf of the Republic of Macedonia, provide government relations and strategic communications services in connection with general lobbying and outreach to the U.S. Government, provide assistance in connection with visits by officials of the Macedonian government to the United States, and assist on issue and message development with respect to NATO membership.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant's activities on behalf of the foreign principal, as described in the attached Letter of Agreement, may include communications with Executive Branch officials as well as Members of Congress and their staff.

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Date of Exhibit B	Name and Title	Signature
3/2/2010	Jack Quinn, Chairman	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

February 3, 2010

**Letter of Agreement**

His Excellency  
Ambassador Zoran Jolevski  
Embassy of the Republic of Macedonia  
2129 Wyoming Avenue, NW  
Washington, D.C. 20008

Dear Mr. Ambassador:

We are pleased that The Republic of Macedonia ("Client") has again retained Quinn Gillespie & Associates LLC ("QGA" or the "Firm") and The Laurus Group ("LAURUS") to provide public affairs and lobbying services on its behalf. The purpose of this letter is to set forth our mutual understanding as to the terms and conditions of QGA's and Laurus' engagement.

1. Description of Services. QGA and LAURUS will provide government relations and strategic communications services to help the Client achieve the following objectives:
  - General lobbying and outreach to the US Government per QGA proposal of January 2010;
  - Assistance with visits to Washington, DC and/or New York by Macedonian Government officials in conjunction with the Macedonian Embassy in Washington, DC.; and
  - Issue and message development including working with the Macedonian Government on NATO membership among other issues.

Neither QGA nor LAURUS are law firms and will not provide legal services or advice to Client.

2. Fee Amount, Expenses and Payment Schedule. Client agrees to pay QGA non-refundable retainer fees of USD\$32,000 (thirty-two thousand U.S. dollars) per month (the "Retainer Fees") for the period beginning February 3, 2010 and ending August 2, 2010. These Retainer Fees shall be paid in advance quarterly installments of USD\$96,000 (ninety-six thousand U.S. dollars) due upon execution of this Agreement, and USD\$96,000 (ninety-six thousand U.S. dollars) due on May 3, 2010.

Client may elect to extend this Agreement for a period of six months by providing written notice to QGA on or before the final day of the Term.

Client will also be billed with each invoice an administrative fee equal to 9% (nine percent) of the Retainer Fee ("Administrative Fee") for the invoiced period to cover basic client service expenses including photocopies; domestic U.S. phone and long distance charges; domestic U.S. faxes; domestic U.S. postage and delivery services. Such expenses will not otherwise be billed or itemized.

Other expenses, including but not limited to items such as business class travel; first class hotel accommodations; local transportation and executive car services; travel meals and entertainment; legal fees for compliance with U.S. laws and regulations including the Foreign Agents Registration Act (FARA) at the U.S. Department of Justice; printing; international mail and delivery; international conference call service charges; translation fees; vendors and subcontractors; and media and research services will be billed to Client separately on an itemized basis. **ALL SUCH EXPENSES IN EXCESS OF USD\$200 (TWO HUNDRED U.S. DOLLARS) WILL REQUIRE PRIOR APPROVAL BY CLIENT.**

The Retainer Fees and expenses described above will also cover professional fees and expenses for The Laurus Group, who will work on behalf of Client in partnership with QGA in provision of services to Client as described in Section 1.

At any time during the Term, if additional professional services that are not outlined in the scope of work of this agreement are requested by Client, all parties agree to negotiate in good faith additional Retainer Fees and expenses accordingly.

3. Waiver. Client acknowledges that it has been advised and understands that QGA and LAURUS may represent clients that now, or in the future may, compete or otherwise have interests adverse to Client in matters not substantially related to the specific matters for which Client has retained QGA and LAURUS. To the extent it may do so without violation of any applicable law or contractual obligation, QGA and LAURUS shall notify and consult with Client in advance of accepting any matter known by QGA and LAURUS to be adverse to Client, but QGA and LAURUS retains sole discretion to accept or reject any matter.
4. Confidentiality. Except as necessary for the performance of the services contemplated herein, as may be required or appropriate in order to comply with all applicable laws, rules and regulations or compulsory legal process, or with the Client's specific consent, QGA and LAURUS shall keep confidential all nonpublic information received from Client, its affiliates or representatives. QGA's and LAURUS' obligation to keep information confidential shall survive termination or expiration of this agreement.
5. Indemnification and Related Matters. Client shall indemnify, defend and hold harmless QGA and LAURUS, and their owners, principals, directors and employees from and against all actual or threatened claims, proceedings, suits or investigations of any type, whether or not any such person is a party thereto, as well as any other

damages, losses, liabilities, costs and/or expenses, including attorneys' and other professionals' fees and disbursements, arising out of or related to QGA/LAURUS' services for Client. Client shall advance to each such person such attorneys' and other professionals' fees and disbursements as may be so incurred upon application therefore and an undertaking by such person to repay such advances if it is ultimately determined that such person is not entitled to such indemnification. QGA/LAURUS shall in no event be liable to Client in any amount in excess of Retainer Fees paid to QGA. Client's obligations under this Section 4 shall survive termination or expiration of this agreement.

6. Performance Letter of Credit. As per Article 81 of the Macedonian Public Procurement Law, QGA has provided a performance letter of credit in the value of 3% of the annual contract. Performance letter of credit funds may only be drawn by Client if a) QGA/LAURUS breaches this Agreement in a material way AND b) Client notifies QGA of such breach and QGA does not remedy the breach within five working days.
7. Miscellaneous. In connection with Client's engagement of QGA's and LAURUS' activities on Client's behalf, each of us agrees to abide by and comply with all applicable laws, rules and regulations of any applicable jurisdiction, including without limitation, US laws including, the Lobbying Disclosure Act (LDA), Foreign Agent Registration Act (FARA) and Foreign Corrupt Practices Act (FCPA) and the regulations promulgated thereunder and any other applicable anti-bribery laws.

QGA and any subcontractor agree to certify that no payments of money or anything of value will be offered, promised or paid, directly or indirectly, to any foreign official, or public or political officer, to induce such officials to use their influence with a foreign government or instrumentality to obtain an improper business advantage for QGA or itself in connection with its agreement with the Government of Macedonia.

Regarding communication technology, Client acknowledges that communication by cellular telephone, facsimile transmission, and e-mail poses risks to confidentiality. Nevertheless, Client consents to use of such technology by QGA and LAURUS in this matter. Regarding facsimile and e-mail, access to such transmissions should be limited to those who need access for the purpose of Client's interests.

None of the terms or provisions of this letter agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by QGA/LAURUS and Client. No failure to exercise, nor any delay in exercising, on the part of any party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such party would

otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

This agreement is not assignable without the written consent of the other party hereto, and any purported assignment not in compliance with this agreement shall be null and void and of no effect. Subject to the foregoing, the provisions of this agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this agreement, express or implied, is intended or shall be construed to give any person other than the parties or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

The validity, construction and performance of this agreement shall be construed under and governed by the laws of the District of Columbia, including its statutes of limitation, without regard to any other principles of conflicts of procedural or substantive law.

Each of us hereby irrevocably and unconditionally:

(i) submits for itself and its property, in any legal action or proceeding relating to this agreement, to the exclusive general jurisdiction of the courts (including appellate courts) of the United States of America for the District of Columbia, provided, however, if such courts will not accept such jurisdiction (each of the parties hereto agreeing not to contest or question the same), we shall submit such action or proceeding to the exclusive jurisdiction of the local courts of the District of Columbia;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(iii) agrees that service of process on any party in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party at its address as set forth herein or at such other address of which the other party previously shall have been notified in writing;

(iv) agrees that the provision in clause (iii) shall not affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction for recognition and enforcement of any judgment or if jurisdiction in the courts referenced in paragraph (i) hereof is not available despite the intentions of the parties hereto;

(v) waives trial by jury in any litigation in any court with respect to, in connection with, or arising out of this agreement, or any other instrument or document delivered pursuant hereto, or any other claim or dispute howsoever arising, to which the parties are party. This waiver is informed and freely made.

(vi) acknowledges and agrees that this agreement and the transactions and activities of the parties contemplated herein constitute and shall be deemed commercial activities, and, therefore Client, waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this agreement, the defense of sovereign immunity to the broadest extent permitted by applicable law, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this agreement, that it or its agencies, instrumentalities or property is exempt or immune from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and, to the fullest extent permitted by applicable law, that this agreement or the subject matter hereof or thereof may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which any party is entitled pursuant to a final judgment of any court having jurisdiction; and

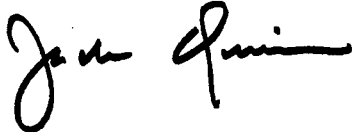
(vii) expressly acknowledges that the foregoing waiver is intended to be irrevocable under the laws of the District of Columbia and of the United States of America and in particular under the United States Foreign Sovereign Immunities Act of 1976, and that these provisions constitute, inter alia, a special arrangement for service between the parties hereto under said Act.

This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

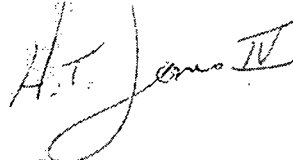
All communications with respect hereto shall be in writing, and any communication or delivery hereunder shall be deemed to have been duly given and received only when actually delivered to the address set forth herein of the party to be notified. All such notices shall be delivered by hand, by facsimile transmission, sent prepaid by Federal Express, DHL or a comparable overnight delivery service or sent by certified, registered or express mail, return receipt requested. Any party may change its address for notice by a written communications delivered in accordance with this paragraph.

If the terms of the engagement are acceptable to Client, please countersign and return to QGA the enclosed copy of this letter, evidencing Client's agreement to these terms.

Sincerely,



Jack Quinn  
Quinn Gillespie & Associates  
Chairman



Hank Jones  
The Laurus Group  
Chairman

**ACCEPTED AND AGREED TO:**



**The Republic of Macedonia**

Name: ZORAN JOLEVSKI

Date: 02/03/2010

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